

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 57	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 17-Jun-2003		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE DEPARTMENT OF THE CORPS OF ENGINEERS, 1325 J SACRAMENTO CA 95814- ----		DACW05		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. DACW05-03-Q-0071			
				X 9B. DATED (SEE ITEM 11) 05-Jun-2003			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PROJECT: Competitive BPA for Facilitation of Team Building, etc, Sacramento and San Francisco Division. BIDDERS PLEASE NOTE: THIS AMENDMENT REPLACES THE INITIAL REQUEST FOR QUOTATION IN ITS ENTIRETY. CHANGES MADE THROUGHOUT THE ENTIRE QUOTATION. PROPOSAL SUBMISSION DATE HAS BEEN CHANGED FROM 24 JUNE 2003 TO 10 JULY 2003, 1:00 P.M. LOCAL TIME AT PLACE OF SUBMISSION. POC IS Joyce Yuki, telephone 916/557-5245.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ROGER C SIMPSON / CONTRACTING TEL: 916-557- EMAIL: Roger.C.Simpson@usace.army.			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 18-Jun-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

CONTINUATION OF SF 30

This amendment replaces the basic request for quotation in its entirety.

Reference the statement in the synopsis, “small business and 8(a) respondents must discuss their ability to perform 50% of the labor dollars with their own employees.” is hereby deleted.

The following provision and clause is hereby added:

FAR 52.219-1 Small Business Program Representation (APR 2002) (Alt I)

FAR 52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)

The pricing schedule has been replaced with a revised Pricing Schedule which includes the Base Year and four (4) additional years if the Government chooses to extend the (option) period of services.

This Request for Quotation is extended from 24 June 2004 to 10 July 2003, 1:00 p.m., local time at place proposal submission.

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 55 PAGES	
1. REQUEST NO. DACW05-03-Q-0071	2. DATE ISSUED 05-Jun-2003	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO CA 95814-2922			6. DELIVER BY (Date) SEE SCHEDULE		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) JOYCE M YUKI 916-557-5245			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 10-Jul-2003 (Revised Date)					
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Facilitation of Team Building, etc
FFP

The contractor shall furnish all necessary labor, services, materials, equipment, supplies, transportation and any other resources to perform the facilitation of team-building workshops for various Corps of Engineers groups in the Sacramento District and South Pacific Division areas in accordance with Scope of Work attached hereto and made a part hereof. Blanket Purchase Agreements will result from this award with multiple contractors.

NOTE: Prior to award of a purchase order, your firm must be registered in CCR. Please refer to Clause No. DFARS 252.204-7004 in the quotation package.

Please complete the required fill-in in provisions and return them with your quotation package.

The assigned codes are as follows: NAICS code 541618, SIC code 7842 and FSC code U008.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Assessment/Preparation FFP See item number 0001AA and 0001AB for description of services				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Assessment/Preparation See SOW para. 2.1 FFP Half Day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 12 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		8	Hours		
	Assessment /Preparation See SOW para.2.1				
	FFP				
	Full Day (8 hours, 1 consultant) = 1 session				
	Quantity is estimated at up to 10 sessions				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		8	Hours		
	Testing and Evaluation (Instrument)				
	FFP				
	Instrument = Per person, per 8 hour day				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Training FFP See item numbers 0003AA through 0003AE for description of services Reference last sentence of paragraph 3 of the SOW for subclins.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Training FFP Half day, (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Training FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 8 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Training FFP Full day (8 hours, 2 consultants) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Training FFP Two days (16 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE	Training FFP Two days (16 hours 2 consultants) = 1 session Quantity is estimated at up to 2 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Hotel, flight & per diem expenses FFP To be determined at time a call is placed.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Handouts per participant FFP Workshop handout packets or binders, to be billed on per person basis. Each call should request cost and to be determined at the time a call is placed. Number of participants may vary from call to call.				

TOTAL BASE YEAR PRICE \$ _____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	YEAR 1 - Assessment/Preparation FFP See Item Number 1001AA and 1001AB for description of services				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Assessment/Preparation See SOW para. 2.1 FFP Half Day(4 hours, 1 consultant) = 1 session Quantity is estimated at up to 12 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	Assessment/Preparation See SOW para. 2.1 FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 10 sessions.	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Testing and Evaluation (Instrument) FFP Instrument = per person, per 8 hour day	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Training FFP See item numbers 1003AA through 1003AE for description of services Reference to last sentence of paragraph 3 of the SOW for subclins.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AA OPTION	Training FFP Half Day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AB OPTION	Training FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 8 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AC OPTION	Training FFP Full Day (8 hours, 2 consultants) = 1 session Quantity is estimated at up to 4 sessions.	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AD OPTION	Training FFP Two days (16 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003AE OPTION	Training FFP Two days (16 hours, 2 consultants) = 1 session Quantity is estimated at up to 2 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Hotel, flight & per diem expenses FFP To be determined at time a call is placed.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Handouts per participants FFP Workshop handout packets or binders, to be billed on per person basis. Each call should request cost and to be determined at the time a call is placed. Number of participants may vary from call to call.				

TOTAL YEAR 1 PRICE: \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	YEAR 2 Assessment/Preparation FFP See item number 2001AA and 2001AB for description of services				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Assessment/Preparation See SOW para 2.1 FFP Half Day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 12 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	Assessment/Preparation See SOW para. 2.1 FFP Full day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 10 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Testing and Evaluation (Instrument) FFP Instrument = per person, per 8 hour day	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Training FFP See item numbers 2003AA through 2003AE for description of services Reference to last sentence of paragraph 3 of the SOW for subclins				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AA OPTION	Training FFP Half day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AB OPTION	Training FFP Full day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 8 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AC OPTION	Training FFP Full day (8 hours, 2 consultants) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AD OPTION	Training FFP Two days (16 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003AE OPTION	Training FFP Two days (16 hours, 2 consultants) = 1 session Quantity is estimated at up to 2 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004					
OPTION	Hotel, flight & per diem expenses FFP To be determined at time a call is placed.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005					
OPTION	Handouts per participant FFP Workshop handout packets or binders, to be billed on per person basis. Each call should request cost and to be determined at the time a call is placed. Number of participants may vary from call to call.				

TOTAL YEAR 2 PRICE \$_____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	YEAR 3, Assessment/Preparation FFP See item number 3001AA and 3001AB for description of services				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Assessment/Preparation See SOW para. 2.1 FFP Half day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 12 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	Assessment/Preparation See SOW para. 2.1 FFP Full day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 10 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Testing and Evaluation (Instrument) FFP Instrument = per person, per 8 hour day	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Training FFP See item numbers 3003AA through 3003AE for description of services Reference to last sentence of paragraph 3 of the SOW for subclins				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AA OPTION	Training FFP Half day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AB OPTION	Training FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 8 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AC OPTION	Training FFP Full day (8 hours, 2 consultants) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AD OPTION	Training FFP Two days (16 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003AE OPTION	Training FFP Two days (16 hours, 2 consultants) = 1 session Quantity is estimated at up to 2 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004					
OPTION	Hotel, flight & per diem expenses FFP To be determined at time a call is placed.				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005					
OPTION	Handouts per participant FFP Workshop handout packets or binders, to be billed on per person basis. Each call should request cost and to be determined at the time a call is palced. Number of participants may vary from call to call.				

TOTAL YEAR 3 PRICE \$ _____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	YEAR 4, Assessment/Preparation FFP See item number 4001AA and 4001AB for description of services				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Assessment/Preparation See SOW para. 2.1 FFP Half Day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 12 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	Assessment/Preparation See SOW para.2.1 FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 10 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Testing and Evaluation (Instrument) FFP Instrument = per person, per 8 hour day	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Training FFP See item number 4003AA through 4003AE for description of services Reference to last sentence of paragraph 3 of the SOW for subclins				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AA OPTION	Training FFP Half Day (4 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	4	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AB OPTION	Training FFP Full Day (8 hours, 1 consultant) = 1 session Quantity is estimated at up to 8 sessions	8	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AC OPTION	Training FFP Full day (8 hours, 2 consultants) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AD OPTION	Training FFP Two days (16 hours, 1 consultant) = 1 session Quantity is estimated at up to 4 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003AE OPTION	Training FFP Two days (16 hours, 2 consultants) = 1 session Quantity is estimated at up to 2 sessions	16	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004					
OPTION	Hotel, flight & per diem expenses FFP To be determined at time a call is placed				

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005					
OPTION	Handouts per participants FFP Workshop handouts packets or binders, to be billed on per person basis. Each call should request cost and to be determined at the time a call is placed. Number of participants may vary from call to call.				

TOTAL YEAR 4 PRICE: \$ _____

GRAND TOTAL: \$ _____

NOTE: Prices above shall contain all contractor costs to include labor, equipment, materials, travel, overhead costs and profit. No additional costs aside from the line items above may be negotiated by the authorized callers without prior written approval by the Contracting Officer.

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK

1. SCOPE OF WORK. The contractor shall furnish all necessary personnel, services, materials, handouts, equipment, supplies, transportation, and any other resources to perform the preparation for and facilitation of team building and other workshops for various Corps of Engineer groups in the Sacramento District and San Francisco Division areas. The Government will provide facilities for each session.

2. DESCRIPTION/SPECIFICATION:

- 2.1 Prior to delivery of training, a pre-training conference will occur between the contractor and the Corps of Engineers group to discuss the needs/goals of the group and use of the various training modules/methods listed in the following paragraphs. This list is not all encompassing and other items may be necessary as a result of the pre-training conference. All contractor costs for this pretraining conference are included in the proposed prices for Line Item Nos. 0001AA and 0001AB.

- 2.1.1 Training Modules. The following represents a listing of the types of training modules anticipated under this BPA. This list is not all encompassing and other items may be necessary as a result of the pre-training.

Team Performance in a Matrix Work Environment (which may include):

Building Team Cohesion/Performance
Roles and Responsibilities
Communication in the Team Environment
Conflict Management and Problem Solving
Synergistic Relationship of Team Members

Customer Focus/Satisfaction

Team Facilitation/Leadership

Meeting Management

Performance/Action Plans

- 2.1.2 Following the pre-training conference, the Contractor shall provide Corps of Engineers group representative(s) with a memorandum outlining how agreed-upon objectives shall be met. For example, the Contractor may choose and/or recommend to the Corps of Engineers group one or more of the following methods, or any other methods, to assure alignment with customer needs.

- One-on-one interviews
- Focus Groups
- Surveys
- Myers-Briggs Type Indicator type “instrument” testing

3. Post Training Report (Inspection/Acceptance): The Contractor shall prepare and submit to the Contracting Officer two (2) copies of a Post Training Report (in the format of a memorandum) within 30 calendar days after completion of each training activity. Sections of the report will include the following:

- Personnel – The person(s) who facilitated the training
- List of Attendees;
- Summary of Activities – A description of the main activities that were performed and when the activities were accomplished
- Summary of outcomes
- Recommendations and/or follow-up

The contractor shall include all costs for preparation and submittal of this report in the price proposed under Line Item Nos. 0003AA thru 0003AE.

4. **CONTRACT ADMINISTRATION.** The following additional provisions shall apply to the terms of this Blanket Purchase Agreement.
5. Consulting services shall be furnished when called for by the Contracting Officer or his or her duly authorized representative(s) for the period of this BPA as outlined in this Scope of Work and upon the obligation of the sum as agreed upon for services in accordance with the Pricing Schedule.
6. **EXTENT OF OBLIGATION.** The Government is obligated only to the extent such calls are actually made against his or her blanket purchase agreement by the Contracting Officer or his/her duly authorized representative.
7. **CALL LIMITATION.** Blanket Purchase Agreement shall not exceed the ceiling limit of \$100,000 per year.
8. **ONLY CONTRACTING PERSONNEL ARE AUTHORIZED TO PLACE CALLS WITHIN THE ABOVE DOLLAR LIMITATION.** Upon the need for training, the support individual for the section requiring the training will submit the following information to Contracting Division: BPA number, estimated capacity to be utilized under the call (estimated price of the services) in accordance with that BPA's pricing schedule, estimated date of training and a contractual PR&C
9. **Only authorized personnel in Contracting Division will place the calls with the BPA holders. The BPA holders will NOT accept calls from anyone other than the Contracting personnel identified as authorized. BPA holders will NOT accept calls for additional work (adding more work to a call) from anyone other than the Contracting personnel identified as authorized. If any unauthorized Government personnel makes a call (including a call for additional work), that action will be an unauthorized commitment and processed as such. If the BPA holder accepts a call (including a call for additional work) from any person other than those on the authorized list, the BPA a call (including a call for additional work) from any person other than those on the authorized list, the BPA holder runs the risk of not being paid. The BPA holder is responsible to notify the Contracting Officer immediately if receiving ANY direction from a party who is not on the authorized list.**
10. **CALL NUMBER.** Each delivery of supplies or services will be supported by a sales slip (call number) and the following information will be shown:

A. Name of supplier/vendor

B. Blanket Purchase Agreement Number

C. Date of Call placed

D. Call Number

E. Identification of Person making the call

F. Itemized list of supplies or services furnished (complete description)

G. Quantity, unit price, and extension of each item less applicable discounts

H. Date of services.

11. INVOICES. A summary invoice shall be submitted monthly for all deliveries made during a billing period identifying each call number including their total dollar value or supported by receipt copies of the call number. The BPA holder will invoice individually by Call Number. The invoices will be sent to Sacramento District and the user to ensure that the services have been received and are acceptable will review the invoices. Then, they will prepare the receiving report in a timely manner, ensuring that no interest penalties accrue.

The attached Federal Acquisition Regulation clauses and provisions are hereby incorporated in Full Text.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

SPK 32-4003 INVOICES (MAY 2000)

(a) The Government shall pay the Contractor upon submission of proper invoices for supplies delivered and accepted or services rendered and accepted for the portion of work actually performed under this contract. Invoices will be submitted to: Department of the Army, Corps of Engineers, Sacramento District, 1325 J Street, Sacramento, California 95814-2922.

(b) An additional copy of the invoice shall be provided to: Contracting Division, ATTN: Contract Specialist (who is assigned to this call). Please identify on the envelope, the following information. BPA NUMBER and CONTRACTOR'S NAME AND ADDRESS.

////////////////////END OF CLAUSE////////////////////

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Dec 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126).
(Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act --Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acqnet.gov

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE III (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer

shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Contracting Officer.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

- (4) Foreign end product means an end product other than a domestic end product.
- (5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.
- (7) Qualifying country end product means--
- (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (A) Components mined, produced, or manufactured in a qualifying country.
 - (B) Components mined, produced, or manufactured in the United States.
 - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
 - (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.
 - (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
 - (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
- (End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

- (a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.
- (b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.
- (End of clause)

SPK 04-4003

Security Requirements for Unclassified Contracts

- a. All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract *(to include grants, cooperative agreements and task orders)* who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position.
- b. The contractor shall have each applicable employee complete a SF-85P and submit to the Sacramento District Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Sacramento District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Sacramento District Division Security Office will process the investigation in coordination with the Contractor and contract employees.
- c. In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Sacramento District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).
- d. The address and telephone number for the Sacramento District Security Officer is as follows:
U.S. Army Engineer District, Sacramento
Attn: Security Officer (CESPK-DE-S)
1325 J Street
Sacramento, CA 95814-2922
Tel: (916) 557-6920
- e. All transmittals of documentation and other information pertaining to this requirement must be marked with the applicable contract, grant, agreement, and/or task order number and the name of the contracting officer. Additionally, the contracting officer must be notified in writing whenever a SF 85P has been submitted to the Security Officer for processing.

////////// END OF CLAUSE //////////

SPK 13-4001 DIRECTIONS FOR SUBMITTING QUOTES (MAR 2002)

Envelopes/packages containing quotes should be marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No. **DACW 05-03 -Q-0071**_____

Closing Date: 10 July 2003

Closing Time: 1:00 p.m. **PDT**

ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army
U.S. Army Engineer District, Sacramento
Contracting Division (ATTN: Joyce Yuki, 8th floor)
1325 J Street
Sacramento CA 95814-2922

SPECIAL INSTRUCTION PERTAINING TO HAND-CARRIED QUOTES:

Hand-carried quotes must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Security Desk in the Building Lobby and must be escorted within the building. Vendors are no longer permitted to hand-carry their quotes directly to Contracting Division. **Quotes can NOT be turned-in at the Security Desk or left unattended at the Security Desk or elsewhere in the Lobby.**

Vendors hand-delivering their quotes must contact the contract specialist/purchasing agent responsible for the procurement in order to arrange to be met in the Building Lobby by Contracting Division personnel. In the event the contract specialist/purchasing agent cannot be reached, please call the main Contracting Division telephone number, (916) 557-5201, in order to request assistance.

The contract specialist/purchasing agent will have all hand-carried quotes x-rayed as a security precaution after their receipt by the Government.

Please ensure that all courier and delivery personnel are aware of these procedures.

////////// END OF CLAUSE //////////

SPK 14-4002 SUBMITTAL OF PRICES ON INDIVIDUAL BID ITEMS (MAY 2000)

Prices must be submitted on all individual items in Section B. Bids that do not contain prices for all individual items will be considered "nonresponsive" and ineligible for award.

//////////END OF CLAUSE//////////

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541618 (NAICS code).

(2) The small business size standard is six million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed

\$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS:

1. INFORMATION TO BE SUBMITTED AS PART OF OFFER (TECHNICAL)

Each offeror shall submit the following information in response to this Request for Quotation. Offerors responses shall not exceed the page limitations set forth for each area. Offerors shall submit one original and one copy of the following information.

1.1 Facilitation Experience. The contractor shall provide information showing that the proposed facilitator(s) have a minimum of two (2) years documented experience in the conduct and facilitation of at last 50% of the listed training modules in the SOW, paragraph 2.1.1. This information shall be separate from the resumes and other information requested below. Information provided under this paragraph shall be no more than two (2) pages in length.

1.2 Personnel Qualifications. The contractor shall provide resumes of all consultants or subcontractors who would be utilized to perform these services. The resumes shall include education, accreditations, publications, professional memberships, and a minimum of five presented training experiences, with names of clients, points of contact, phone numbers, and nature of training. There is no limit to the number of resumes that may be submitted.

1.3 Synopsis. The contractor shall provide synopsis of the philosophy and techniques they would apply to a minimum of two of the modules listed in SOW paragraph 2.1.1. In order to provide a representation of their philosophy, and proposed techniques. Contractors shall specifically describe the performance objectives, assessment, methodology, desired outcome, and any other information that demonstrates knowledge, skills, and ability in providing such services. Contractor shall provide a synopsis of each module for each your firm is proposing to provide services for; each firm must submit a minimum of two synopses. Each synopsis shall not exceed one page in length.

2. Information to be submitted as Part of Offer (Price) The following shall be submitted as part of the offeror's price proposal. Offerors shall submit one original copy of the following information:

Completed SF 18, Request for Quotation

Completed SF 30, Amendment to Solicitation **applicable if an amendment is issued.**

Completed pricing Schedule, Section B

Completion of Representations and Certification **added by amendment number 0001**

3. Evaluation Criteria: Information requested in paragraph 1 shall be evaluated utilizing the following criteria, listed in relative order of importance (first listed considered most important)

Experience. Contractors will be evaluated on the proposed facilitator(s) level of documented experience in the conduct and facilitation of at least 50% of the listed training modules in the SOW, paragraph 2.1.1. Additional credit may be given for work experience exceeding the minimum two (2) years of experience required or for experience with Government organizations, particularly the Corps of Engineers.

Philosophy and techniques. Contractors will be evaluated on their submitted synopses discussing the philosophy and proposed techniques they would apply to each of the modules, which the

firm is proposing to provide services for under SOW paragraph 2.1.1. Contractors philosophy, proposed techniques, performance objectives, assessment, methodology, desired outcome, and any other information that demonstrates knowledge, skills, and ability in providing such services will be evaluated as to how it will meet the general objectives of the Sacramento District and South Pacific Division offices for the type of training anticipated for each module. Additional credit may be given to firms who demonstrate relevant experience in philosophy and techniques (as described herein) in more than a minimum of two modules as requested in paragraph 1.3 above.

Past Performance. The contractor will be evaluated on past performance from previous clients listed in the resumes submitted under paragraph 1.2 above. Past performance information obtained from other sources than those identified by the offeror may be used.

Each factor above shall also be evaluated for clarity, conciseness, and coverage of information requested.

4. **Price Evaluation.** Prices shall be evaluated based on the estimated quantities provided for each line item, the contractor's proposed price for each quantity/line item, and the total of all line items. Estimated quantities provided are for evaluation purposes only and are not considered minimum/maximum quantities under the contract nor to be construed as a promise by the Government or the Contractor for order/delivery of such quantity. The pricing schedule provided in Section B shall be completed fully by each offeror.

5. **Relative Importance of Cost/Price to other factors.**

5.1 Award will be made to the offeror(s) whose proposal contains the combination of those criteria offering the best overall value to the Government. This will be determined by comparing differences in the value of non-cost/price technical and management features with differences in cost to the Government.

5.2 In making this comparison, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government is more concerned with obtaining superior technical or management features than with making an award at the lowest overall price/cost to the Government. However, the Government will not make an award at a significantly higher overall price/cost to the Government to achieve slightly superior technical or management features.

5.3 The degree of importance of price/cost as a factor could become greater depending upon the quality of the proposals for other factors evaluated. Where competing proposals are determined to be substantially equal, price/cost factors could become the controlling factor.

6. **Multiple awards.** It is anticipated that a minimum of one (1) BPA up to a maximum of six (6) BPAs may be awarded as a result of this Request for Quotation.